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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS,)	Case No. C 07-05956 CRB
)	
Plaintiff,)	
)	COMPLAINT
v.)	
)	(Fair Credit Reporting Act
TRANS UNION, LLC, EXPERIAN)	15 USC § 1681 <i>et seq.</i> , Fair Debt
INFORMATION SOLUTIONS, INC., EQUIFAX)	Collection Practices Act, 15 USC§ 1692
INFORMATION SERVICES, LLC, AMERICAN)	<i>et seq.</i> , and related state law claims.)
EXPRESS TRAVEL RELATED SERVICES,)	
INC.; DISCOVER FINANCIAL SERVICES;)	DEMAND FOR JURY TRIAL
PINNACLE CREDIT SERVICES, INC.; ASSET)	
ACCEPTANCE, LLC; and NATIONAL CREDIT)	
ADJUSTERS, LLC.)	
)	
Defendants.)	

Jurisdiction and Venue

1. This action is brought pursuant to the Fair Credit Reporting Act, 15 USC §1681 *et seq.* (FCRA). The court has jurisdiction pursuant to 15 USC §1681p. Plaintiff lives in this district and certain of the events complained of occurred here. Plaintiff brings claims against the defendant credit reporting agencies (Trans Union LLC, Equifax Information Services LLC, and Experian Information Solutions, Inc. (collectively the “CRAs”)) and the other *Williams. Trans Union, et al.*, ND Cal. case no. Complaint and Jury Demand

1 defendants based on violations of the Fair Credit Reporting Act. Plaintiff brings claims
2 pursuant to the Fair Debt Collection Practices Act, 15 USC § 1692 *et seq.*, against Pinnacle
3 Credit Services, Inc., Asset Acceptance, LLC; and National Credit Adjusters, LLC and,
4 pursuant to the Court's supplemental jurisdiction under 28 USC § 1367, state law claims
5 against Asset Acceptance, LLC for its violations of California's identity theft statute,
6 California Civil Code § 1798.92.
7

8 **Description of the Case**

9 2. The first claim involves the CRA defendants' failures to conduct a reasonable
10 reinvestigation of information after receiving notice from plaintiff that he disputed that
11 information and their failures to comply with other aspects of 15 USC § 1681i.

12 3. The second claim arises out of the failures of American Express Travel Related
13 Services Company, Inc. ("AMEX"), Discover Financial Services ("Discover"), Asset
14 Acceptance, LLC (Asset Acceptance), Pinnacle Credit Services, LLC ("Pinnacle"), and
15 National Credit Adjusters, LLC ("National Credit") to fulfill their obligations under 15 USC §
16 1681s-2(b) relating to the reinvestigation they were required to do after they were notified by
17 the CRA defendants that plaintiff disputed information that they reporting to them.
18

19 4. The third claim arises out of the debt collection practices of defendant
20 Pinnacle, Asset Acceptance, and National Credit that violate the Fair Debt Collection
21 Practices Act.
22

23 5. The fourth claim arises out of violations of California's identity theft statute by
24 Pinnacle, Asset Acceptance, and National Credit by continuing their collection activities
25 against plaintiff, without conducting a diligent investigation, after he notified them that he
26 was the victim of identity theft.
27

The Parties

6. Plaintiff Robert Michael Williams (“plaintiff”) is a consumer as defined by the FCRA, 15 USC §1681a(c), and a resident of Dublin, California.

7. Defendant Trans Union LLC (“Trans Union”) is a Delaware limited liability corporation with its principal place of business in Chicago, Illinois. Trans Union is a “consumer reporting agency” as defined by the FCRA, 15 USC § 1681a(f).

8. Defendant Experian Information Solutions, Inc. (“Experian”) is an Ohio corporation with its principal place of business in Costa Mesa, California. Experian is a “consumer reporting agency” as defined by the FCRA, 15 USC § 1681a(f).

9. Defendant Equifax Information Services LLC (“Equifax”) is a Georgia corporation with its principal place of business in Atlanta, Georgia. Equifax is a “consumer reporting agency” as defined by the FCRA, 15 USC § 1681a(f).

10. Trans Union, Equifax and Experian are sometimes referred to collectively as the CRA defendants.

11. Defendant American Express Travel Related Services Company, Inc. (“AMEX”) is a credit card issuer. AMEX is a furnisher of information to the CRAs.

12. Defendant Discover Financial Services is a Delaware corporation and a credit card issuer. Discover is a furnisher of information to the CRAs.

13. Defendant Asset Acceptance, LLC is a Delaware corporation and debt collector that purchases old debt from banks.

14. Defendant Pinnacle Credit Services, LLC is a Minnesota corporation and debt collector.

1 15. Defendant National Credit Adjusters, LLC is a Kansas corporation and a debt
2 collector.

3 **First Claim: The CRA Defendants' Violations of 15 USC § 1681i**

4 16. Plaintiff incorporates by reference paragraphs 1 through 15.

5 17. The FCRA provides that if the completeness or accuracy of any item of
6 information contained in a consumer's file at a consumer reporting agency is disputed by the
7 consumer and the consumer notifies the agency directly of such dispute, the agency shall
8 conduct a reasonable reinvestigation to determine whether the disputed information is
9 inaccurate, or delete the item from the file within 30 days of receiving the consumer's dispute
10 notice. 15 USC § 1681i(a)(1)(A). The Act further requires the CRA, within 5 business days
11 of receiving notice of the consumer's dispute, to provide notification of the dispute to the
12 person who furnished the information in dispute and requires the CRA to "include all relevant
13 information regarding the dispute that the agency received from the consumer." 15 USC §
14 1681i(a)(2)(A). In conducting its reinvestigation of disputed information in a consumer report,
15 the CRA is required to "review and consider all relevant information submitted by the
16 consumer."

17 18. Within the two years preceding the filing of this complaint, plaintiff has
18 notified each defendant CRA's herein of inaccuracies contained in that CRA's report on
19 plaintiff and has asked each defendant to reinvestigate and correct the inaccuracies.

20 19. Each of the CRA defendants has failed to conduct a proper reinvestigation of
21 the items of information that plaintiff has disputed.

22 20. On information and belief, each of the CRA defendants failed to provide
23 timely and complete notification to the furnisher of the disputed information.

1 21. On information and belief, each of the CRA defendants failed to review and
2 consider all relevant information submitted by plaintiff.

3 22. Each of the CRA defendants violated the provisions of 15 USC § 1681i in the
4 respects alleged above and in other ways presently unknown to plaintiff, who will provide
5 such information to defendants in discovery as it is uncovered. These violations by defendants
6 were negligent and willful.

7
8 23. As a result of the above described violations of § 1681i, plaintiff has been
9 damaged. Plaintiff continues to suffer actual damages and plaintiff will suffer more damages
10 in the future.

11 24. Plaintiff requests punitive damages pursuant to 15 USC § 1681n(a)(2) against
12 each of the CRA defendants.

13 25. Plaintiff requests costs of the action together with reasonable attorney fees as
14 determined by the court in accordance with 15 USC §§ 1681n(a) and 1681o(a).

15
16 **Second Claim: Violations by AMEX, Discover, Asset Acceptance, Pinnacle & National**
17 **Credit of 15 USC § 1681s-2(b)**

18 26. Plaintiff incorporates by reference paragraphs 1 through 15.

19 27. The FCRA requires a furnisher, after receiving notice from a CRA that a
20 consumer disputes information that is being reported by that furnisher, to conduct an
21 investigation with respect to the disputed information, to review all relevant information, to
22 report the results of the investigation to the CRA, and, if the investigation reveals that the
23 information is incomplete or inaccurate, to report those results to all other CRAs to which the
24 furnisher has provided the inaccurate information.

25 28. Within the last two years, the defendants AMEX, Discover, Asset Acceptance,
26 Pinnacle & National Credit have furnished inaccurate information about plaintiff to the
27

1 CRAs.

2 29. Within the past two years, plaintiff has notified the CRA defendants that he
3 disputes the inaccurate information reported by these defendants concerning him.

4 30. On information and belief, the CRAs have notified these defendants that
5 plaintiff has disputed the information it has furnished concerning plaintiff.

6 31. On information and belief, the CRAs has provided these defendants with the
7 relevant information plaintiff provided to the CRAs, as required of the CRAs by 15 USC §
8 1681i(a)(2).

9 32. These defendants negligently and willfully violated 15 USC § 1681s-2(b) by
10 failing to conduct an appropriate investigation, by failing to review all relevant information,
11 by failing to report the results to the CRAs, and by failing to modify, delete or permanently
12 block the reporting of the inaccurate information about plaintiff.

13 33. As a result of the above described violations of § 1681s-2(b), plaintiff has been
14 damaged. Plaintiff continues to suffer actual damages and plaintiff will suffer more damages
15 in the future.

16 34. Plaintiff requests punitive damages pursuant to 15 USC § 1681n(a)(2).

17 35. Plaintiff requests costs of the action together with reasonable attorney fees as
18 determined by the court in accordance with 15 USC §§ 1681n(a) and 1681o(a).

19 **Third Claim: Violations by Asset Acceptance, Pinnacle & National Credit of 15 USC §**
20 **1692 et seq.**

21 36. Plaintiff incorporates by reference paragraphs 1 through 15.

22 37. Asset Acceptance, Pinnacle and National Credit are in the business of
23 collecting debts in this state using the mail and telephone. Their principal purpose is the
24

1 collection of debts in this state. These defendants regularly attempt to collect debts alleged to
2 be due to another.

3 38. Asset Acceptance, Pinnacle and National Credit are debt collectors as defined by the
4 FDCPA, 15 USC § 1692a(6).

5 39. On September 11, 2007, plaintiff notified Asset Acceptance in writing that the
6 accounts it was holding in plaintiff's name were due to identity theft and that the account had
7 been re-aged by Asset Acceptance so as to ostensibly allow the CRAs to continue to report
8 the debt. However, Asset Acceptance thereafter failed to cease and desist from its collection
9 activities.
10

11 40. Each of the defendant debt collectors violated 15 USC § 1692e by using false,
12 deceptive or misleading representations or means in connection with the collection of an
13 alleged debt.
14

15 41. The acts alleged above caused plaintiff damages, including emotional distress.

16 42. As a result of the above violations of the FDCPA, the defendant debt collectors
17 are liable to plaintiff for declaratory judgment that defendant's conduct violated the FDCPA,
18 and actual damages, statutory damages, and costs and attorneys fees.

19 **Fourth Claim: Asset Acceptance's Violation of the California's Identity Theft**
20 **Statute, California Civil Code §§ 1798.92 et seq.**

21 43. Plaintiff is the "victim of identity theft" as defined in Civil Code § 1798.92(b)
22 because he had his personal identification information used without authorization by another
23 to obtain credit, goods, services, money or property and did not use or possess the credit,
24 goods, services, money or property obtained by the identity theft, and filed a police report in
25 this regard pursuant to section 530.5 of the Penal Code.
26

1 44. Asset Acceptance is a “claimant” as that term is defined in Civil Code §
2 1798.92(a) because it purports to have a claim for money or an interest in property in
3 connection with a transaction procured through identity theft.

4 45. After filing the police report and more than 30 days before filing this
5 complaint, plaintiff notified Asset Acceptance, at the location designated by it for complaints
6 relating to credit reporting issues to the extent it has made such designation and at other
7 locations where they received his notice, that he is the victim of identity theft.

8 46. Asset Acceptance failed to investigate diligently plaintiff’s notification of
9 identity theft.

10 47. After plaintiff advised Asset Acceptance of the identity theft, Asset
11 Acceptance continued its efforts to collect that account from him.

12 48. As a result of Asset Acceptance’s violations of California’s identity theft
13 statute, plaintiff has suffered, now suffers, and will suffer in the future, actual damages.
14 Plaintiff is unable at this time to quantify the amount of those damages but believes that are at
15 least \$25,000. The actual amount will be determined by the jury.

16
17
18 **PRAYER**

19 WHEREFORE, plaintiff prays for judgment as follows:

20 On the First and Second Claims, which are against Trans Union, Experian, Equifax,
21 AMEX, Discover, Asset Acceptance, Pinnacle & National Credit for violations of the Fair
22 Credit Reporting Act:

- 23 1. Actual damages;
24 2. Punitive damages;
25 3. Costs of the action together with reasonable attorneys fees as determined by
26 the court.

27 On the Third Claim, which is against Asset Acceptance, Pinnacle and National Credit

for violations of the Fair Debt Collection Practices Act:

1. A declaratory judgment that said defendant's conduct violated the FDCPA;
2. Actual damages;
3. Statutory damages pursuant to 15 USC § 1692k;
4. Costs and reasonable attorney's fees pursuant to 15 USC § 1692k;
5. Such other relief as the Court may deem proper.

On the Fourth Claim against Asset Acceptance for violations of California's identity theft statute:

1. A declaration that he is not obligated to Asset Acceptance, or their agents or assigns for the obligation asserted in the complaint herein or for the account referenced in that action;
2. A declaration that any security interest or other interest Asset Acceptance purportedly obtained in plaintiff's property in connection with its claim or account is void and unenforceable;
3. An injunction restraining cross-defendants and their agents and assignees from collecting or attempting to collect from plaintiff on that claim or account, from enforcing or attempting to enforce any security interest or other interest in his property in connection with that claim or account, and from enforcing or executing on any judgment against plaintiff on that claim or account;
4. Actual damages of at least \$25,000;
5. A civil penalty of \$30,000 against defendant;
6. Attorney fees and costs;
7. Such other equitable relief as the court may deem appropriate.
8. Such other and further relief as the Court may deem proper.

Dated: November 26, 2007 KEMNITZER, ANDERSON, BARRON,
OGILVIE & BREWER LLP

By /s/ Mark F. Anderson
Mark F. Anderson
Attorney for Plaintiff Robert Michael Williams

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues.

Dated: November 26, 2007 KEMNITZER, ANDERSON, BARRON,
OGILVIE & BREWER LLP

By /s/ Mark F. Anderson
Mark F. Anderson
Attorney for Plaintiff Robert Michael Williams